

INVITATION FOR BIDS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

SERVICE CONTRACT FOR SEWER FLOW MONITORING, TELEMETERED

BID NUMBER: 2010-60
Opening: MAY 26, 2010 @ 11:00 A.M.

PRE-BID CONFERENCE/SITE VISIT: MAY 12, 2010 @ 10:00 A.M.

Helen M. Ashley, CPPB, Senior Buyer
(410) 313-6378
hashley@howardcountymd.gov



MINORITY BUSINESS ENTERPRISES

YOU ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION. DO NOT BE RELUCTANT TO ASK QUESTIONS IF CLARIFICATIONS OR EXPLANATIONS ARE REQUIRED. PLEASE CONTACT JACKIE DONALDSON-GREY, EQUAL BUSINESS OPPORTUNITY COORDINATOR, AT 410-313-3694 FOR MORE INFORMATION.

IMPORTANT NOTICE

Addenda to solicitations often occur prior to proposal opening (sometimes within as little as 48 hours). It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site (www.howardcountymd.gov/purchasing) to obtain Addenda.

Available Formal IFBs and IFB Results, 7 Days A Week, 24 Hours A Day, On The Website at
www.howardcountymd.gov/purchasing

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IMPORTANT: ADVISE THE OFFICE OF PURCHASING IMMEDIATELY IF ANY OF THE
ABOVE DOCUMENTS ARE NOT ENCLOSED.

REVISED 04/08/10

DOCUMENT A

TERMS AND CONDITIONS APPLYING TO PURCHASE ORDERS

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement, unless accepted in writing by the County.
- 4 If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without the County's written consent.
- 5 When requested, seller will acknowledge order promptly and state when delivery will be made.
- 6 Invoices must show point of delivery and purchase order number, and indicate if partial or complete billing. Separate invoices must be rendered for each purchase order.
- 7 The County has the right to refuse to make payment on any invoice unless and until presented by seller with the receipt, signed by the County, covering the invoiced material. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights hereunder.
- 8 No freight or delivery charges will be paid by the County unless specifically provided in the purchase order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly package material will be charged to the seller.
- 10 Time is of the essence on this order. The County reserves the right to cancel this order or, any part thereof, without obligation, if delivery is not made or services completed at time(s) specified.
- 11 This contract shall be governed and construed in accordance with the law of the State of Maryland.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the seller. If the County does not desire replacement, seller is to issue a full credit.

- 13 Requirement as to Materials, Seller's Responsibilities and Warranties: Seller warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of Underwriters Laboratories Inc., all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request to furnish the County a certificate of compliance in such forms as the County may require.
- 14 The quantity of materials, and/or services, must not be exceeded without the authority in writing being first obtained from the Office of Purchasing.
- 15 Substitutions are not allowed, unless specifically authorized by the County.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 Seller warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and seller agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 18 All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
- 19 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 20 If Seller performs services or constructs, erects, inspects or delivers on the County's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury or damage to persons or property occurring in connection with the Purchase Order.
- 21 Liability for Damage: If this order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that: Mechanic's Liens: The Seller will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law. Casualty Losses: The work will remain at the seller's risk prior to written acceptance by the County and the seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever. Injury to Employees: The seller will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this contract. Workmen's Compensation: The seller will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
- 22 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the seller including any proceedings under the Chandler Act, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.

- 23 Equal Employment Opportunity: The County requires that the seller not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The seller will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with regard to the above. The seller warrants that, within the previous 12 months, he has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 24 Material Safety Data Sheet: If the work to be performed under this contract requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 25 Terminations:
- Termination for Convenience: The County may terminate a contract, in whole or in part whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits which have been anticipated but which have not been earned up to the date of termination.
- Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

DOCUMENT B

GENERAL CONDITIONS

- 1 INSTRUCTIONS, FORMS, AND SPECIFICATIONS: Instructions, forms, and specifications may be obtained from the Office of Purchasing, <http://howardcountymd.gov/Purchasing>, or by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday
 - 1.1 All proposals are to be submitted on and in accordance with forms for these purposes which are available at the Office of Purchasing and the Internet at: <http://howardcountymd.gov/Purchasing> . Additional supplementary documentation when requested shall be submitted on the Contractor's letterhead.
 - 1.2 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
 - 1.3 All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes or cartons to the Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the time and date indicated. Proposals received after the time and date indicated will not be considered.
 - 1.4 Each proposal shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Affidavit forms are provided in the solicitation package.
 - 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of Purchasing.
 - 1.6 Any Contractor who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the County Purchasing Agent in writing not later than five days prior to the scheduled opening of proposals. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing). Addenda to solicitations often occur prior to bid or proposal opening (sometimes within as little as 48 hours). It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site to obtain addenda.
 - 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent. Proposals may not be withdrawn during this period.
 - 1.8 Unless otherwise specified, all formal proposals submitted shall be irrevocable for four months following proposal opening date, unless the Contractor(s), upon request of the County Purchasing Agent, agree to an extension.

2 BID DEPOSIT

- 2.1 When deemed necessary by the County Purchasing Agent, bid deposits shall be prescribed in public notice inviting bids. Such bid deposits shall be in the amount deemed adequate by the County Purchasing Agent. The deposit shall be a certified check, cashier's check, or treasurers check drawn upon a solvent clearing house bank, or a bid bond issued by an insurance company licensed to do business in Maryland made payable to Director of Finance, Howard County, Maryland. A combination of certified check and bid bonds is not an acceptable response to the bid deposit requirement.
- 2.2 Bid deposits (certified checks) will be returned to the unsuccessful Contractors upon the award of the contract(s), and to the successful Contractor(s) upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 2.3 The successful Contractor's failure to execute the contract or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

3 RESERVATIONS:

- 3.1 The County Purchasing Agent reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's reasoned judgment, the public interest will be served thereby.
- 3.2 The County Purchasing Agent, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The County Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 3.4 The County Purchasing Agent reserves the right to award contractors or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's judgment, be in the best interest of the County.
- 3.5 The County Purchasing Agent may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

4 DELIVERY:

- 4.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 4.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.

- 4.3 The County Purchasing Agent reserves the right to charge the Contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
 - 4.4 The County Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due him.
- 5 COMPETITION:
 - 5.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal pages is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.
 - 5.2 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
 - 5.3 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected.
 - 5.4 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.
- 6 PROTEST: Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within ten days. The County Purchasing Agent's decision relative to the protest shall be final.
- 7 DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.

- 8 **AUTHORITY:** Instructions, specifications, and proposals are issued, and all proposals, quotations, orders, and purchases are made pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County Purchasing Agent.
- 9 **EXCEPTIONS:** The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 10 **CASH DISCOUNTS:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. Should this Contractor obtain an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain the discount.
- 11 **UNIT PRICES:** Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- 12 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 **PATENTS:** The Contractor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment of part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.
- 14 **GOVERNING LAW:**
 - 14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
 - 14.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 14.3 Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling at (410) 767-1340 or Toll Free (888) 246-5941.
- 15 COMPLIANCE WITH LAWS: In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County. If awarded a contract, the Contractor hereby represents and warrants that:
- 15.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 15.2 It is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
- 15.3 It shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 15.4 It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
- 15.5 The facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- 16 HOLD HARMLESS/INDEMNIFICATION:
- 16.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 16.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the bidder will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 17 TERMINATION:
- 17.1 Termination for Convenience: Howard County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. Howard County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- 17.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Howard County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.
- 18 AVAILABILITY OF FUNDS: The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- 19 INTEGRATION: These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.
- 20 NON-ASSIGNMENT OF CONTRACT: The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Agent.
- 21 AGREEMENT:
- 21.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to keep the procurement moving forward, a sample standard Agreement is attached for review as part of this solicitation (Document C, Exhibit I). Exceptions, if any, to the County's standard Agreement must be noted in the bid to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of your bid.
- 21.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.
- 22 AFFIDAVIT: The attached affidavit is provided to facilitate your compliance with the applicable law.
- 23 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
- 23.1 The County operates under a public information law, which permits access to most records and documents.
- 23.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

24 COOPERATIVE PURCHASE:

24.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

24.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

25 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

DOCUMENT C

SERVICE CONTRACT FOR SEWER FLOW MONITORING, TELEMETERED SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the “County”), seeks a qualified Contractor (the “Contractor”), to furnish sewer system investigation, cleaning, and rehabilitation services as called for in the contract documents, specifications, and price page.
- 2 PRE-BID CONFERENCE/SITE VISIT:
 - 2.1 Each Contractor bidding must completely satisfy themselves as to the exact nature and existing conditions of the site areas and requirements of the specifications for extent and quality of work to be performed. Failure to do so will not relieve the Contractor of their obligation to carry out the provisions of the contract.
 - 2.2 A pre-bid conference will be held in the County Executive’s Conference Room, Gateway Building, 6751 Columbia Gateway Drive, 5th Floor, Columbia, Maryland 21046 on Wednesday, May 12, 2010 at 10:00 a.m. to discuss objectives and answer questions relating to this Invitation for Bid (IFB). Contractor’s attendance is not required but is strongly encouraged. In addition, attendance may facilitate the Contractor’s understanding and ability to meet the County’s EBO goals. A site visit will be held immediately following the pre-bid conference.
 - 2.3 It is recommended that attendees read the solicitation prior to attending the conference and bring a copy of the IFB to the conference. In order to assure adequate seating at the pre-bid conference, please confirm your attendance by emailing Robin Fewell at rfewell@howardcountymd.gov and reference this IFB and number. If there is a need for language interpretation and/or other special accommodations, please advise Robin Fewell at rfewell@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.
- 3 QUESTIONS AND INQUIRIES: The Office of Purchasing is the sole point of contact for this IFB. Questions concerning this IFB must be addressed in writing to Helen M. Ashley, Senior Buyer, FAX number (410) 313-6388 or e-mail h Ashley@howardcountymd.gov and delivered no later than May 20, 2010 at 11:00 a.m.
- 4 CONTRACTOR’S QUALIFICATIONS:
 - 4.1 Contractors shall have a minimum of three years of successful documented experience in the installation, maintenance, and data hosting of networked, telemetered flow monitoring equipment, and in the installation and maintenance of gravity sewer flow monitoring applications.
 - 4.2 Contractors shall be capable of performing monitoring manned-entry service at manholes on active 8” through 48” sewer mains. The pipeline materials may include reinforced and non-reinforced concrete, polyvinyl chloride (PVC), high density polyethylene, ductile iron, cast iron, or clay pipe.

- 4.3 Contractors shall have a minimum of at least five typical projects where the Contractor has installed, optimized, and started up telemetered flow monitoring equipment comparable in design, construction, and use to the units specified. For each project, the number of units as well as the year installed and accepted must be specified.
 - 4.4 Contractor shall submit resumes of the proposed project managers, engineers, data server managers, instrument technicians and other key personnel in their employ who would perform the proposed work. Each resume shall reflect the competency of the staff for this permanent network project, noting past experience of similar scope and complexity.
 - 4.5 Contractors shall certify compliance with 20 CFR 1910.146 (OSHA confined space safety regulations) and all safety requirements involved with the project. The Contractor shall submit a copy of their confined space entry and safety procedures.
 - 4.6 Data Uptime Qualifications: Because of the importance of obtaining vital flow information from the County's wastewater system, Contractors must provide reports from similar networked flow monitoring systems demonstrating a minimum of 95% data uptime.
 - 4.7 Contractors shall submit a list of three specific references consisting of names, titles, addresses, and telephone numbers of individuals who have responsibility for operation of flow monitoring equipment comparable in design, construction, and use to the units specified that the Contractor has furnished.
 - 4.8 No contract will be awarded except to a responsible Contractor capable of providing the equipment and/or service specified.
 - 4.9 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.
- 5 CONTRACT PERIOD: The contract period shall be for one year commencing on or about July 1, 2010 after approval and proper execution of the contract documents, with a renewal option for four additional years in one-year increments, exercisable at the sole discretion of the County.
- 6 PRICE ADJUSTMENT:
 - 6.1 Prices offered shall be firm against any increase for one year from the effective date of this contract. Prior to commencement of subsequent renewal periods, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. The County reserves the right to accept or reject the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
 - 6.2 Requests for price adjustments must be submitted to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
 - 6.3 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

- 6.4 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period or for one year at the County's sole discretion.

7 WAGE REQUIREMENTS:

- 7.1 A Contractor that is defined as "Covered Employer" under Howard County Code Sec. 4.122A, copy attached as Exhibit II, shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks. For informational purposes only, the wage rate as of January 1, 2010 is \$13.25. Contractors are responsible for ascertaining the current rate. This wage rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County.
- 7.2 Contractors must complete the Wage Rate Requirements for Service Contracts form Parts 1 and 2, Document "G", and submit them with their bids. The forms will serve as written certification to the County of your firm's intent to comply with the County's wage requirements during the initial and any subsequent renewals.
- 7.3 If a Covered Employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the Covered Employer may: (1) certify in its bid or proposal the per-employee hourly cost of the employer's share of the premium for that insurance, and (2) reduce the wage paid under the law to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer's share of the premium.
- 7.4 All prices shall take the current wage rate into account and there shall be no unit price adjustments made except in the event of future wage rate increases. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.
- 7.5 A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law.
- 7.6 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

8 ESTIMATED QUANTITIES:

- 8.1 The County is obligated during the period stipulated to purchase all of its normal requirements as specified from the Contractor and the Contractor is obligated to furnish the services which the County requires for its operation. The dollar values and/or quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. Actual requirements may be more or less than those estimated herein.
- 8.2 Should a need arise for supplies or services which are not available, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the contract.

9 INSURANCE:

- 9.1 Unless otherwise required by Special Conditions of this Invitation for Bid, if a contract is awarded, the Contractor will be required to purchase and maintain during the life of the contract, including any subsequent renewal terms, Comprehensive General Liability Insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:
 - 9.1.1 Comprehensive General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming Howard County, MD as an Additional Insured.
 - 9.1.2 Comprehensive Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
 - 9.1.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 9.2 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 9.3 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the contract. Howard County, Maryland must be shown as an Additional Insured on the certificate.
- 9.4 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 9.5 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

10 SUBMISSION OF BID DOCUMENTS – HARD COPY AND CD REQUIRED:

- 10.1 This Invitation For Bids requires the return of Bid Document “D”, (Price Pages), Bid Document “E” (Environmentally Preferable Products), Bid Document “F” (Affidavit), Bid Document “G” (Equal Business Opportunity Participation), and any exceptions the Contractor may take (on company letterhead). Failure to return required documents may be cause for rejection of the bid.

- 10.2 The required bid documents shall be submitted, in duplicate (original and one copy), to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than Wednesday, May 26, 2010 at 11:00 a.m.
 - 10.3 Contractors must submit a compact disc containing the entire, identical digital copy of the bid along with the hard copies required above.
 - 10.4 The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the bid, the entire area to be serviced as described in the attached specifications and other contract documents and that the Contractor is fully informed concerning the conditions to be encountered, character quality and quantity of work to be performed and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.
 - 10.5 All Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.
- 11 METHOD OF ORDERING:
- 11.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County.
 - 11.2 Small purchases may also be made by the County Procurement Card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County.
- 12 METHOD OF AWARD:
- 12.1 The County intends to award the lowest responsive and responsible Contractor meeting the specifications for the Total Bid Price, Price Page, Bid Document "D".
 - 12.2 The price shall include furnishing all materials, installation, operation, website hosting, access, and reports for the telemetered monitoring services. This unit price shall be the same for all sizes and materials of pipe as specified herein.
- 13 BILLING AND PAYMENT:
- 13.1 The Contractor shall submit invoices in triplicate to the Department of Public Works, Bureau of Utilities, 8250 Old Montgomery Road, Columbia, Maryland 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.
 - 13.2 Each invoice shall include the following information:
 - 13.2.1 Contractor's name;
 - 13.2.2 Address;
 - 13.2.3 Federal tax identification number;
 - 13.2.4 Project name;

- 13.2.5 Contract number (the first two digits are 44XXXXXXXXX);
- 13.2.6 Contract line number;
- 13.2.7 Unit price and extended (the unit price must match a line on the contract);
- 13.2.8 Description of goods provided and/or services performed;
- 13.2.9 A Form W-9 must be furnished to County along with the invoices.

13.2.10 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered into the County's ERP system.

13.2.11 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

- 13.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. The cost of a procurement card transaction is substantially less expensive than issuing purchase orders and checks.
- 13.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate.
- 13.5 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 13.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 13.7 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.
- 14 EXCEPTIONS: The Contractor shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the Contractor agrees to meet all requirements of the terms, conditions, and specifications.
- 15 PROJECT MANAGER: After award, all coordination will be with Ted N. Chiang, Project Manager.
- 16 SPECIFICATIONS:
 - 16.1 General: The work proposed in this contract consists of performing telemetered sewer flow monitoring within the existing sanitary sewer collection system at five permanent locations (the location map is shown in Exhibit III). The five locations are as follows:
 - 16.1.1 Location 1 Hammond Branch Interceptor (East of US Route 1)
Nominal Pipe Size: 21 Inches
 - 16.1.2 Location 2 Little Patuxent Interceptor
Nominal Pipe Size: 36 Inches

- 16.1.3 Location 3 Guilford Interceptor
Nominal Pipe Size: 27 Inches
- 16.1.4 Location 4 Middle Patuxent Interceptor
Nominal Pipe Size: 33 Inches
- 16.1.5 Location 5 Hammond Branch Interceptor (West of US Route 1)
Nominal Pipe Size: 18 Inches
- 16.2 Sewer Flow Meters (Wastewater Monitoring System, WWMS): The Contractor will supply all hardware and firmware for each of the five locations, with each flow monitoring location consisting of:
 - 16.2.1 A data logger installed in the sewer manhole functioning as a flow meter data logger, and sensor command unit. Data logger will have the ability to communicate with Recording Telemetry Unit (RTU).
 - 16.2.2 RTU – The Wastewater Monitoring System (WWMS) shall include Recording Telemetry Unit (RTU) models with options to support the following meters and sensors:
 - 16.2.2.1 Acceptable Flow Meters: Hach – All 900 Series American Sigma models, ISCO – 2150 Series and supported modules, MGD – ADFM and accQmin, Marsh McBirney – 460 and 464 Flodar and Tote 3 Sensors, and ADS – Flow Shark.
 - 16.2.2.2 Sensors: Submersible level (vented differential pressure), Ultrasonic level (low power pulsed excitation), pH (IP-68 rated with temperature compensation), Rain gauge (tipping bucket type), Temperature (IP-68 rated).
 - 16.2.2.3 Auxiliary Inputs: Current loop (e.g. 4-20 ma), Analog voltage (e.g. 1-5 VDC), Event (e.g. pump run time), Pulse (e.g. rain gauge or frequency).
 - 16.2.3 Other Devices – Hydrolab Multi Parameter Water Quality Sonde Series 4 & 5, Oda Log H2S Sensor, Generic User definable Modbus input interface.
 - 16.2.4 RTU interface to flow meters shall be via digital serial interface (e.g. RS-232, RS-485). RTU shall be configurable to automatically collect all device-measured parameters (e.g. level, velocity, flow, battery voltage). RTU shall be capable of initiating synchronous flow meter measurements.
 - 16.2.5 Memory – Data collected by the RTU shall be stored within the RTU with time stamps and then forwarded to the WWMS host computer on a user defined schedule (e.g. every 15 minutes, daily, etc.). The RTU shall have sufficient memory to store more than four months of data when collecting four parameters from a flow meter.
 - 16.2.6 An optional ultrasonic depth measurement sensor with cable connection to the data logger if required for redundant depth measurement.

- 16.2.7 A combination velocity sensor and microprocessor-based pressure depth sensor with cable connection to the data logger.
 - 16.2.8 Appropriate installation rings for mounting of sensors and installation devices for mounting of the data logger.
 - 16.2.9 Cellular data communication or Ethernet communication.
 - 16.2.10 Rain-gauge with cable connection to the data logger for one typical monitoring location only.
 - 16.2.11 WWMS: The aforementioned WWMS and sensors installations will communicate flow information via wireless cellular data, or via Ethernet communication, to a Contractor supplied Wireless Wastewater Monitoring System (WWMS), which shall be scalable and expandable to support more than 1,000 remote RUTs and 10,000 measurements. The WWMS shall operate automatically without user assistance and no software programming or development is required.
 - 16.2.12 The supplier of permanent flow monitoring systems for this project will supply all software required for successful operation of the permanent flow monitoring network, including scheduling of measurements, collection of readings from the sensors, loggers, and Recording Telemetry Units, diagnostic verifications of network operational functions, and reporting. The monitoring system and data server software will be capable of monitoring at least five flow monitoring stations as a normal function of this system.
- 16.3 Communication Options - The RTU shall support the following communication methods: Packet Switched Cellular (1xRTT and GPRS using TCP/IP protocol), Circuit Switched Cellular (CDMA and GSM digital), Narrow Band and Spread Spectrum Radio (licensed and unlicensed), Land-Line Telephone, Satellite, Ethernet, and Local RS-232.
- 16.3.1 Communication Methodology – Communication between the WWMS RTU and Host Computer Application shall be automatic and error free. Error free operation shall be achieved by transferring data in short packets (500 byte maximum) with embedded CRC codes (16 bit minimum) with automatic retransmission of packets with detected errors. Transmission errors shall be recorded in error logs in both the RTU and the Host Computer. The RTU shall support three call initiation modes.
 - 16.3.2 The WWMS shall support call initiation by either the RTU and/or the Host Computer. To minimize energy consumption in the RTU when battery powered, the RTU shall be configurable to remove power from the communications modem between calls. When this mode is selected, all communications will be initiated by the RTU.
 - 16.3.3 Normal Calls – Scheduled calls to transmit all collected data not previously transferred to the Host Computer. During these calls, the RTU clock shall be synchronized to the Host Computer, the RTU log files shall be uploaded to the Host Computer, and any new RTU configuration or program changes shall be downloaded to the RTU.

- 16.3.4 Instant Message (**IM**) Calls – The RTU shall support a means to forward a single interval of data within a single data packet to the Host Computer on a user defined schedule. Total data transmitted during each **IM** call, including overhead, shall not exceed 700 bytes to limit monthly billing data rates to 2 megabyte plans when calling at 15-minute intervals.
- 16.3.5 Alarm Calls – The RTU shall generate alarm calls to the Host Computer when any user-configured alarm is detected by the RTU.
 - 16.3.5.1 Alarms – The RTU shall provide user configurable alarms for: Recorded Channels (hi and low threshold values), Computed Channels (hi and low threshold values), Battery Status (local RTU battery and external battery, if applicable), Event Input (sampler, pump run time exceedance, etc.), Memory Nearly Full (applicable only when using alarm recording mode), Tamper Detect (e.g. external door switch detector), RTU Operation Error Detect (e.g. power up reset; memory error; etc.), AC Power Fail Detect.
 - 16.3.5.2 Alarms shall be forwarded to the Host Computer immediately upon detection and after a user configurable dwell time period. Alarms will be identified by Site and Recorder ID, measurement, value, and time stamp. The RTU shall be configurable to repeat the alarm call at a user specified interval if the alarm persists. The RTU shall call to announce an alarm clear condition when the condition returns to normal.
- 16.4 Passthrough – The RTU shall provide a passthrough mode that permits the operator to interrogate and/or program the connected instrument (e.g. flow meter) remotely from the Host Computer. Passthrough shall be implemented by the WWMS host application software launching the instrument vendor's application software.
- 16.5 Packing – The RTU shall be available for above ground and below ground applications. When supplied for below ground use, it shall be packaged within a NEMA 6 (IP-67) enclosure or better. The enclosure, connectors, and mounting hardware exposed materials shall be compatible with a wastewater environment (e.g. non-metallic or stainless steel).
- 16.6 Power Supply Options – The RTU shall be available with multiple power options. RTUs intended for underground applications shall operate from primary batteries (e.g. alkaline and/or lithium battery packs), or external DC voltage. RTUs intended for above ground use shall provide options for primary batteries, solar, and AC line power. The AC line power option shall also be available with a rechargeable battery backup.
- 16.7 RTUs provided for underground installations operating on primary batteries shall have a minimum battery life of eight months when making one call per day to the Host Computer using cellular communications.

- 16.8 Contractor Obligations – The flow monitoring Contractor shall be responsible for the supply, procurement, and furnishing of all materials, labor, and services required to properly install, and place into operation, the integrated sewer flow monitoring network as hereinafter specified. The Contractor shall also provide the services of factory trained service and installation personnel to install all components of the permanent network and to perform all electronic, electrical, start-up, and field optimization procedures required to place the complete system into fully acceptable operation.
- 16.8.1 The Contractor is expected, at a minimum, to visit each site quarterly to insure proper operation of all equipment and proper calibration of flow monitor level and velocity sensors. Because all data is available on the web, Contractor is expected to follow this data and dispatch crews as needed to correct interim problems.
- 16.9 Installation – Each telemetered flow meter shall be completely installed and activated by the flow metering Contractor. Installation shall include, but not be limited to, the following, where applicable:
- 16.9.1 Site inspection of each location prior to installation to determine hydraulic suitability of each site. At manhole installations, this shall require descending the manhole to ensure adequate inspection. There may be cases where the Contractor may recommend that the designated metering location be changed to take advantage of more favorable hydraulics at upstream or downstream locations. Site inspection shall also include the accurate measurement of pipe or channel geometry for use in flow calculations. The Contractor shall not rely on as-built drawings for the determination of pipe geometry or slopes.
- 16.9.2 The Contractor will provide wireless cellular data or Ethernet service to each telemetering location. The Contractor will be responsible for payment of communication charges and expediting permits where required.
- 16.9.3 The Contractor shall install telemetered and portable flow meters and sensors in optimum locations for best accuracy and reliability results. Sensors shall be installed upstream of manhole, a minimum of one pipe diameter upstream from where the sewage enters the manhole.
- 16.9.4 The essence of flow monitoring accuracy is calibration or optimization. Optimization eliminates bias. The County will require the Contractor to perform a minimum of three depth and velocity calibrations at every site in order to confirm that the sensors are actually measuring accurate depths and accurate average velocities. The County will not accept any options or proposals from the Contractors to waive calibrations. Accuracy must be proven to the County in the County's sewers at every site.
- 16.9.4.1 Initial calibration of the flow meters shall involve a minimum of three in-manhole calibrations taken at different times for all depth and velocity sensors. Attempts shall be made to have these calibrations done at various flow levels from approximate minimum flow to maximum flow. The purpose of these optimizations is to verify that depth and velocity readings are accurate over the entire range of expected flows and that bias is eliminated from the data.

- 16.9.4.2 The calibration checks shall be summarized in depth-to-discharge format on tables. Each calibration shall consist of an instantaneous depth of flow measurement. The Contractor shall notify the County at least 48 hours prior to field calibrations for each site so that the County may schedule its personnel to be present during field calibration activities.
- 16.9.5 The Contractor shall activate all the flow meters and telemetry systems at each location.
- 16.9.6 The Contractor shall install and activate all rain gauges in optimum locations for best accuracy and reliability of results.
- 16.9.7 The Contractor shall supply the County with three sets of Operations and Maintenance manuals for the permanent flow meters and rain gauges.
- 16.9.8 The County shall identify and provide two field workers to assist the Contractor in all tasks associated with investigating, installing, calibrating, and commissioning the telemetered flow monitors as well as rain gauges.
- 16.9.9 Software Training – The County requires that the Contractor provide one day of detailed training at the County offices for up to three County personnel. The course will include data collection, review and quality control procedures, remote diagnostics and repair procedures, and housekeeping.
- 16.10 Detailed Monitor Specifications: The equipment shall consist of a flow monitor installed in the sewer manhole functioning as a data logger, communications device, and sensor command unit. Each unit shall be furnished with a data logger, an (optional) ultrasonic depth measurement sensor with cable connection to the logger, a combination velocity/pressure depth sensor with cable connection to the logger, appropriate rings for installation of the sensors, and mounting hardware to secure the equipment.
 - 16.10.1 Data Logger:
 - 16.10.1.1 Housing: Waterproof, NEMA 6, rating, and corrosion resistant.
 - 16.10.1.2 Mounting: Data Logger shall be able to be mounted to the manhole wall. Logger shall have a handle which is easily grasped to facilitate monitor installation and removals.
 - 16.10.1.3 Power Supply: Commercially available, dry cell batteries.
 - 16.10.1.4 Power Consumption: Battery powered logger shall operate off of the commercially available dry-cell batteries for an average of six months at a 15 minute sample rate; logging depth and velocity data, and one modem communication per week. The custom dry-cell battery pack shall provide for one year of operation at the same sampling and communication frequency.
 - 16.10.1.5 Battery Replacements: Dry-cell batteries will be able to be replaced without breaching the logger electronics.

- 16.10.1.6 Communication: Shall support voice-grade telephone, direct RS-232 serial communications, wireless cellular data transmission or Ethernet. Communication shall be secure.
 - 16.10.1.7 Communication Security: Shall be a two-tiered password-protected system. Shall utilize a data-access password and a separate programming password.
 - 16.10.1.8 Clock: Logger shall have a battery-backed real-time clock/calendar which will not gain or lose more than three seconds per day. Logger shall report current time with each logger communication. WWMS will synchronize field clocks of the RTU during daily maintenance calls.
 - 16.10.1.9 Battery Backup: Shall have a battery backup allowing for a change of the dry-cell batteries with no data loss. Battery backup shall also retain data in logger memory for a minimum of 90 days if dry-cell batteries are removed or reach voltages no longer adequate to run logger.
 - 16.10.1.10 Memory: Logger shall have a minimum of 0.5 Mb of memory or support the storage of at least eight months of depth and velocity data at a 15 minute sample rate.
 - 16.10.1.11 Firmware Upgrades/Fixes: Logger shall support software downloads to either upgrade or fix software version. No hardware changes shall be necessary.
- 16.11 Sensors: The data logger shall be capable of recording velocity and two independent depth measurements through ultrasonic and pressure depth technologies.
- 16.11.1 Ultrasonic Depth Sensor:
- 16.11.1.1 Housing: Shall be housed in a corrosive resistant material. Shall have a debris-shedding design.
 - 16.11.1.2 Mounting: Normally shall be installed at the crown of the pipe on a ring. Shall support a mounting mechanism which allows for the replacement of the sensor without the removal of the installation ring, if chosen. An optional mount shall also be available for mounting in the manhole structure.
 - 16.11.1.3 Range: Shall be able to measure from 2.0" to 8' from the face of the sensor.
 - 16.11.1.4 Accuracy: 0.125" at 25°C.
 - 16.11.1.5 Temperature Range: Shall operate to within specification from minus 20 to 60°C.

- 16.11.1.6 Temperature Compensation: Range readings must be compensated for the changes of the speed of sound in air. Sensor temperature readings must be available to user for both diagnostic as well as logging purposes.
- 16.11.1.7 Cable Length: Shall support a standard cable length of 25 feet minimum to 1,000 feet.

16.11.2 Combined Pressure Depth/Velocity Sensor:

- 16.11.2.1 Housing: Shall be of corrosive resistant material. Shall include velocity sensor so as to minimize cross-sectional profile presented to flow.
- 16.11.2.2 Mounting: Shall be securely mounted to an appropriate ring, with cable connection securely tied to the ring to prevent catching of debris.
- 16.11.2.3 Temperature Range: Sensor shall read depth measurements within specifications between 0 and 60°C.
- 16.11.2.4 Cable Length: Shall support a standard cable length of 30 feet minimum.

16.11.3 Pressure Depth:

- 16.11.3.1 Range: Up to 10 feet.
- 16.11.3.2 Accuracy: 0.2% of full scale.
- 16.11.3.3 Temperature Compensation: Shall have integrated electronics to compensate for temperature changes.
- 16.11.3.4 Measurement Technique: Shall measure depth based on the difference in atmospheric and water height pressure.
- 16.11.3.5 Calibration: Sensor shall be factory calibrated to compensate for temperature changes. Offset from the bottom of the pipe shall be able to be compensated for based on user-entered depth measurements.

16.11.4 Velocity Measurement:

- 16.11.4.1 Housing: Shall be of corrosive resistant material.
- 16.11.4.2 Mounting: Shall be securely mounted to an appropriate ring, with cable connection securely tied to the ring to prevent catching of debris.
- 16.11.4.3 Range: -5.0 to 20 feet per second (fps).
- 16.11.4.4 Flow Depths: Sensor shall meet specifications in flow depths ranging from 1.0" to 10 feet.

- 16.11.4.5 Accuracy: +/- 0.2 fps across full sensor range.
- 16.11.4.6 Measurement Technique: Shall be ultrasonic digital Doppler. Shall transmit ultrasonic signal through flow cross-section. The signals shall be analyzed to measure total velocity and to provide instantaneous average velocity across entire flow profile (from 1.5" through 36" of level).
- 16.11.4.7 Optimization: Contractor will verify that the average velocity measurement of the flow meter is accurate by checking with an independent hand-held velocity meter and checking 3-9 velocity points (varying with depth of flow) across the flow profile.

16.12 Software – Host Application Software:

- 16.12.1 Architecture – The WWMS Host Application Software shall utilize a client/server architecture. The WWMS client and server applications shall both operate in a Microsoft Windows environment (e.g. MS Windows 2000, XP, etc.) and operate over an Ethernet Network, including the Internet.
- 16.12.2 The WWMS Server application shall support (user provided) relational databases, including the Microsoft SQL and MSDE databases. The WWMS server will support multiple client applications networked locally or over a WAN including the Internet.
- 16.12.3 Communications – The WWMS server shall support multiple, simultaneous communication sessions with remote RTUs. When communicating with remote RTUs using TCP/IP packet switched protocol (e.g. Ethernet, 1xRTT cellular, etc.), the server shall be capable of managing a minimum of 50 simultaneous communication sessions and 1,000 sessions within a 15-minute period. The server shall additionally service remote RTUs via local serial interface communication ports, such as phone modems and radio transceivers/
- 16.12.4 Data Management – The database shall serve as the WWMS Data Historian retaining all collected and computed data as well as RTU configurations, call schedules, report templates, and log files. The database structure shall be organized to optimize the process of automated data collection, data presentation, data analysis, and information sharing.
 - 16.12.4.1 The WWMS database structure shall permit measurements to be assigned to geographically defined sites. Measurements may include RTU channels (e.g. level, flow, etc.), computed measurements (e.g. Manning flow, network flows), or externally imported measurements. Measurements may be assigned to multiple sites (e.g. an RTU rain gauge channel may be assigned to all sites in a basin).

16.12.4.2 The WWMS application software shall permit the user to create computed measurements from collected data. Computed measurements may be defined by equations, look-up tables, and logical functions. Once defined and attached to a site, the server shall continuously trend the results of the computed measurements automatically as new dependent data becomes available.

16.12.5 Data Editing – Original data collected from remote RTUs or imported to the WWMS database, shall be retained in the database unchanged. The WWMS application software shall provide tools to enable editing of the computed measurements. A history of these edits shall be retained providing an audit trail of edits, permitting the operator to “back-out” any prior edit history.

16.12.5.1 The WWMS shall permit editing of single data points, the replacement of a range of data, and the re-computation of the entire history of a computed measurement and any dependent measurements automatically.

16.12.6 Data Analysis – The WWMS server shall provide automated data analysis tools to assist the operator in identifying missing data or abnormal site data as it is collected. These tools shall include system alerts for missing data calls, amplitude threshold experience, data deviation, and compressed interval totalization variance. These functions are intended to quickly identify sensor failures or mishaps, communication problems, and sites that are experiencing unusual performance requiring operation attention.

16.12.6.1. Data analysis alerts shall be recorded in system log files, annunciated on WWMS client workstations, and be eligible to be forwarded to other networked workstations or digital cell phones as email or SMS messages.

16.12.7 Reports – The WWMS shall provide both graphical and numerical reporting tools. Graphical reports will allow up to 20 measurements to be displayed on five distinct Y-axes. A report shall allow for either a fixed or a relative time span with user options for scaling Y-axis data that includes both manual and automatic scaling. Graphic displays shall allow at least a one-year display of data with user selectable compressed intervals that include hourly, daily, and weekly values.

16.12.7.1 In addition to line charts, the WWMS Application Software shall permit the user to develop scatter plots with the ability to overlay level/velocity calibration data values on the chart, as well as a polynomial trend line that best matches the scatter plot data. User options shall exist to organize saved reports into groups that can be opened, printed, or scheduled in a single operation.

16.12.7.2 The user shall have the ability to save a report as a generic template that can later be recalled and used with other sites that follow a similar measurement structure. Once developed, a report shall be easily made available to other networked users including Internet users.

16.12.8 Alarm Management – The WWMS shall automatically receive alarm calls produced by remote RTUs and manage alarm calls as follows:

- 16.12.8.1 Log each call into an Alarm Log file.
- 16.12.8.2 Annunciate each WWMS client workstation with notice of a received alarm.
- 16.12.8.3 Selectively forward alarms to networked computers by email.
- 16.12.8.4 Selectively forward alarms to cell phones by SMS message protocol.
- 16.12.8.5 Alarm messages shall include information identifying the RTU or site, measurement, amplitude value or condition producing the alarm, and the alarm time stamp.

16.13 Information Provided By The County: The Bureau of Utilities shall provide construction plans to the Contractor, if required, prior to the beginning of the telemetered services. The plans shall be to Howard County standards and shall have both a plan and profile view of all public sewers and manholes requiring monitoring.

16.14 Services/Response:

16.14.1 The Contractor shall begin all equipment installation within two weeks of the issuance of a Purchase Order and a written “Notice to Proceed” by the County. The “Notice to Proceed” shall be in the form of a letter issued by the Project Manager informing the Contractor of the proposed starting date.

16.14.2 The Contractor shall perform a continuous monitoring of the sewer line; any interruption of continuous monitoring must be approved by the Project Manager in advance. In the event that the Contractor experiences technical difficulties and that delay is not approved by the Project Manager, the County reserves the right to finish the monitoring at its discretion using the remaining funds in the contract.

16.14.3 The County may request specific period intensive flow reports on an urgent basis. There shall be no more than 12 such reports in a year per monitoring station. The Contractor shall perform in house data analysis and necessary diagnostics and response within one week of written fax request by the County. The Contractor shall provide the County with the reports and response to appropriate questions.

16.14.4 The Contractor shall have access to the sites only during regular County business hours (weekdays, 7:30 a.m. – 4:30 p.m.) unless otherwise approved by the Project Manager.

16.15 Manpower/Safety Requirements:

16.15.1 The Contractor shall provide all labor, materials, and equipment necessary to perform the telemetered sewer flow monitoring as outlined in these specifications. The County may, at its discretion, accompany the installation/maintenance team to insure that the installation/maintenance functions are being performed to its satisfaction.

- 16.15.2 The Contractor shall adhere to all safety requirements, as observed by the Howard County Department of Public Works, with particular attention to confined space entry and roadwork. The Contractor shall be responsible for the safe conduct of all personnel included in their installation/maintenance team.

**EXHIBIT I
HOWARD COUNTY, MARYLAND
AGREEMENT**

THIS AGREEMENT made this ____ day of _____, ____, (the "Agreement") is by and between Howard County, Maryland, a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Invitation for Bid No. Year-XX IFB TITLE and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for Select One in accordance with this Agreement, the other attachments hereto, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1 Contractor's Duties The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all Federal and State taxes. The Contractor shall Select One outlined in Attachment A hereto. The Contractor's will be provided with due care and in accordance with all applicable standards. The Contractor shall Select One under the supervision of the ##### of the County, or his designee, who shall have authority to administer the Agreement.

2 Compensation

2.1 In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:

- in accordance with the unit prices set forth in the Proposal.
- in accordance with the Select One attached hereto as Attachment A.
- the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)
- an hourly rate of \$0.00 per hour for an approximate total of number of hours typed hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.
- an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon Select One in a manner satisfactory to the County, in its sole discretion.

2.2 The Contractor shall submit invoices to the County: Select One. The Contractor's invoices shall reflect the:

- 2.2.1 Contractor's name
- 2.2.2 Address
- 2.2.3 Federal tax identification number
- 2.2.4 Contract number (the first two digits are 44XXXXXXXX)
- 2.2.5 Purchase Order number (the first digit is 2XXXXXXXX)
- 2.2.6 Contract line number
- 2.2.7 Unit price and extended (the unit price must match a line on the contract)
- 2.2.8 Description of goods provided and/or services performed
- 2.2.9 A Form W-9 must be furnished to County along with the invoices.

2.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered in to County's ERP system.

2.4 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.5 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

3 Term

- 3.1 This Agreement shall be effective according to the following:
MONTH DATE, YEAR

OR

when executed by Howard County and shall continue through January 1, 2001, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

3.2 The County reserves the right to renew this Agreement for INSERT RENEWAL PERIOD on the same terms and conditions set forth herein. Insert and changed to the terms i.e. Compensation. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4 Contractor's Representations and Warranties The Contractor hereby represents the following:

4.1 The Contractor is a Select One, duly formed and validly existing under the laws of the State of INSERT STATE OF INCORPORATION and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 Select One: The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements. OR The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

5 Termination

5.1 Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall

not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6 Remedies for Default

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

- a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
- b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7 Remedies Cumulative and Concurrent No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8 Insurance The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in this Request for Proposals. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9 Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10 Ethics

10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.

11 Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12 Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13 Indemnification.

13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

14 Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

15 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16 Conflicting Terms

16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

17 Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18 Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19 Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

20 Ownership of Goods All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.

21 Notice Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY: Contact Name, address and telephone number

FOR THE CONTRACTOR: Contact Name, address and telephone number

22 HIPAA. Compliance With Federal HIPAA And State Confidentiality Law.

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.* and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 *et seq.*, MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
2. Providing good management practices regarding all health information and medical records.

B. The County has determined that functions to be performed constitute business associate functions as defined in HIPAA, therefore, selected offeror must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 included herein as Attachment C. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Purchasing Agent, upon review of the Howard County Office of Law, may withdraw the recommendation for award and make the award to the next qualified offeror.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

23 Wage Rate Requirements.The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Invitation for Bids OR Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

24 No Waiver, Etc.No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

[INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.]

sample

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By:

[Insert Name]

[Insert Title]

Print Name : _____

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Ken Ulman
County Executive

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2009:

INFORMATION TECHNOLOGY APPROVED:

Margaret Ann Nolan
County Solicitor

Ira Levy, Director **(IF APPLICABLE)**
Technology & Communication Services

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Sharon Greisz
Director of Finance

By:

[Insert Dept. Head Name]

[Insert Title]

ATTACHMENT A
SERVICES TO BE PERFORMED

The above are in addition to any other services set forth in the Bid.

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 24 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the county purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. Prohibited Conduct and Interests.

(a) **Participation Prohibitions:** County official and employees subject to this subtitle shall not:

(1) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate on behalf of the county in any matter which would, to their knowledge, have a direct financial impact as distinguished from the public generally, on them, their spouse, parent, child, sibling or upon any business interest with which they are affiliated;

(2) Except as exempted by the county council pursuant to Section 901(b) of the Howard County Charter, hold or acquire an interest in a business entity that has or is negotiating a contract with the county or is regulated by the official or employee;

(3) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate in any matter involving a business entity with which they, their spouse, parent, child or sibling are negotiating or have an arrangement concerning prospective employment.

(b) **Employment Prohibitions:** Except as exempted by the county council pursuant to section 901(b) of the Howard County Charter or when the employment or interest does not create an actual or apparent conflict of interest, officials and employees shall not:

(1) Be employed by:

(i) Any entity subject to their official authority;

(ii) Any entity subject to the authority of the Howard County agency, board or commission with which they are affiliated;

(iii) Any entity which is negotiating or has entered into a contract with the Howard County agency, board or commission with which they are affiliated.

(2) Represent any party for a fee, commission or other compensation before any county body;

(3) Within one (1) year following termination of county service, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a county official or employee.

The employment provisions listed above do not apply to:

(1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a requirement that persons subject to its jurisdiction be represented in appointments to it;

(2) Subject to other provisions of law, a member of a board or commission who publicly disclosed a financial interest or employment to the appointing authority at the time of appointment;

(3) Employees or officials whose duties are ministerial, provided that the private employment or financial interest does not create a conflict of interest or the appearance of such a conflict.

(c) **Solicitation/Acceptance of Gifts or Compensation:** No employee or official shall solicit any gifts. No employee or official shall accept any gift or compensation, directly or indirectly from any person that he/she knows or has reason to know, has financial interests, distinguishable from the interest of the public, that would be affected by the actions of the employee or official.

(d) **Use of Prestige of Office:** No county officials or employees subject to this subtitle shall intentionally use the prestige of their office for their own gain or that of another. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for an official or employee's private gain or that of another.

(e) **Disclosure of Confidential Information:** Other than in the discharge of official duties, officials or employees may not disclose or use, for their own gain or that of another, confidential information acquired by reason of public position and which is not available to the public.

EXHIBIT II

HOWARD COUNTY CODE, SEC. 4.122A

WAGE REQUIREMENTS

Section 4.122A. Wage Requirements.

(a) **"Covered Employer"** defined. in this section, "Covered Employer" means a Contractor or subcontractor that is subject to this section.

(b) **Scope.**

(1) A County contract for procurement of contractual services shall require the Contractor and any subcontractor to comply with the wage requirements of this section.

(2) This section does not apply to:

(i) A Contractor who:

(1) Employs fewer than 5 employees when the Contractor submits a bid or proposal, and
(2) Does not employ 5 or more employees at any time the contract is in effect as a result of performing the contract;

(ii) A Contractor who, at the time a contract is signed:

(1) Has received less than \$100,000 from the County in the most recent 12-month period;
(2) Will be entitled to receive less than \$100,000 from the County under that contract in the next 12-month period;

(iii) A County contract with a governmental entity;

(iv) A County contract with a nonprofit organization that has qualified for an exemption from Federal income taxes under section 501(c)(3) of the internal revenue code;

(v) A County contract awarded under § 4.110, 4.111, or 4.112 of this subtitle;

(vi) A County contract for electricity, telephone, cable television, water, sewer, or similar service delivered by a regulated public utility;

(vii) An employer to the extent that the employer is expressly precluded from complying with this section by the terms of any federal or state law, contract, or grant; and

(viii) A County contract entered into under cooperative procurement with another government or organization of governments.

(c) **Solicitation Requirements.**

(1) Each bid or proposal to provide contractual services shall specify how the covered employer will comply with the wage requirements of this section.

(2) To avoid the imposition of any requirement under this section, a covered employer shall not:

(i) Subdivide a contract;

(ii) Pay an employee through a third party; or

(iii) Treat an employee as a subcontractor or independent Contractor.

(d) **Health Insurance.** If a covered employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the covered employer may:

(1) Certify in its bid or proposal the per-employee hourly cost of the employer's share of the premium for that insurance, and

(2) Reduce the wage paid under subsection (e) to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer's share of the premium.

(e) **Wage Requirement.**

(1) A covered employer shall pay to each employee an hourly rate sufficient to at least equal 125% of the Federal Poverty Guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks.

(2) For purposes of this subsection, the Federal Poverty Guidelines are the most recent of those that are updated periodically in the Federal register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(3) The hourly rate shall be rounded to the nearest multiple of 5 cents.

(4) The wage rate calculated under this subsection shall be paid to an employee during the time the employee actually provides services to the County.

(f) **Exceptions to Wage Requirement.** The wage requirements of this section do not apply to an employee:

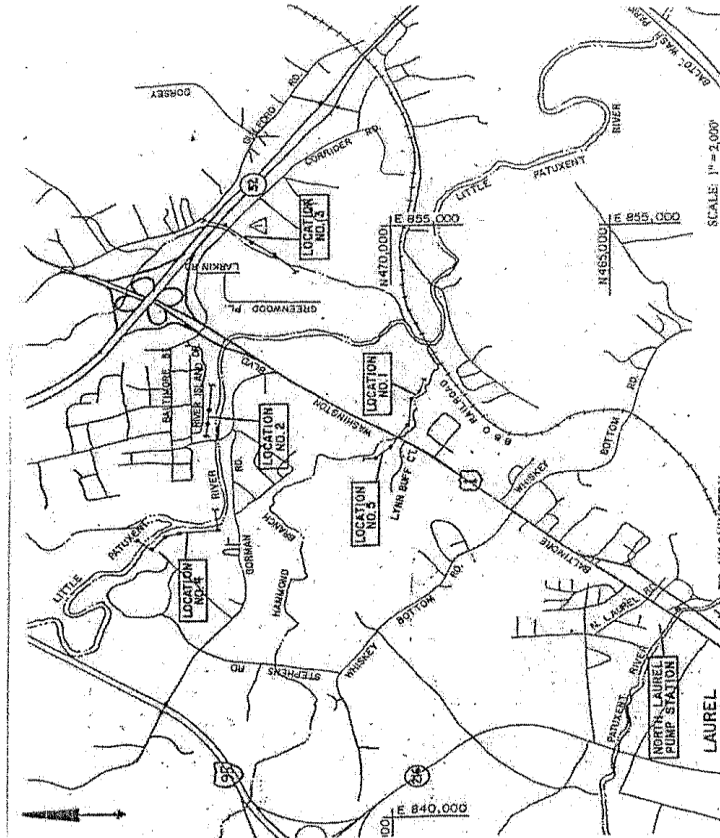
- (1) Who performs no measurable work related to any contract with the County;
- (2) Who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under this section;
- (3) Who participates for not longer than 120 days in a calendar year in a Government-Operated or Government-Sponsored Summer Youth Employment Program;
- (4) For whom a different wage rate is expressly set in a collective bargaining agreement; or
- (5) For whom a higher wage rate is required by a Federal, State, or County law.

(g) **Enforcement.**

- (1) The County purchasing agent shall require each covered employer to:
 - (i) Certify that the employer and any subcontractor will comply with this section;
 - (ii) Keep the records necessary to show compliance;
 - (iii) Submit the records to the purchasing agent on request of the purchasing agent; and
 - (iv) Publicize the requirements of this section to any employees who may be covered by this section.
- (2) The County purchasing agent shall enforce this section and investigate any complaint of a violation.
- (3) An employer shall not discharge or otherwise retaliate against an employee for asserting a right under this section or for filing a complaint of violation. Any retaliation is a violation of this section punishable under § 4.121 of this subtitle.
- (4) Each contract subject to this section:
 - (i) May specify that liquidated damages for noncompliance with this section include the amount of unpaid wages, with interest, and that the Contractor is jointly and severally liable for noncompliance by a subcontractor
 - (ii) Shall specify that an aggrieved employee, as a third-party beneficiary, may bring a civil action to:
 - (1) Enforce the payment of wages due under this section;
 - (2) Recover wages due under this section with interest; and
 - (3) Recover reasonable attorney's fees.

(h) **Annual Report.** On or before September 1 of each year, the County purchasing agent shall report to the County Council and the County Executive on the operation of this section during the previous fiscal year.

EXHIBIT III LOCATION MAP



DOCUMENT D
PRICE PAGE NO. 1

TITLE Services Contract for Sewer Flow Monitoring, Telemetered

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE _____ FAX: _____

E-MAIL ADDRESS _____

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO
If yes, indicate the type of minority ownership:

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> American Indian Female | <input type="checkbox"/> Disabled Female | <input type="checkbox"/> Far Eastern Female | <input type="checkbox"/> Near Eastern Female |
| <input type="checkbox"/> American Indian Male | <input type="checkbox"/> Disabled Male | <input type="checkbox"/> Far Eastern Male | <input type="checkbox"/> Near Eastern Male |
| <input type="checkbox"/> Black Female | <input type="checkbox"/> Eskimo/Aleutian Female | <input type="checkbox"/> Hispanic Female | <input type="checkbox"/> White Female |
| <input type="checkbox"/> Black Male | <input type="checkbox"/> Eskimo/Aleutian Male | <input type="checkbox"/> Hispanic Male | |

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s) _____

Does your company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income? ☐ YES ☐ NO

The County Purchasing Agent reserves the right to request such documentation, if desired, at a later date.

Payment Terms: _____ F.O.B. Destination, Inside Delivery

(The payment terms shall be considered net 30 days unless otherwise indicated. The payment terms will be considered in determining the award.)

The company will accept Visa procurement cards: ☐ Yes ☐ No

(Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. This will be considered in determining the award.)

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on your Contractors list for future solicitations.

TOTAL BID PRICE \$ _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

**DOCUMENT D
PRICE PAGE NO. 2**

TITLE Services Contract for Sewer Flow Monitoring, Telemetered

NIGP CODE/PRODUCT CODE: 92693

Item No.	Description	Quantity	Unit Price Per Month	Extended Price
1	Monitor Sewer Flow, Hammond Branch Interceptor (East Of US Route 1)	12 Months	\$_____	\$_____
2	Monitor Sewer Flow, Little Patuxent Interceptor	12 Months	\$_____	\$_____
3	Monitor Sewer Flow, Guilford Interceptor	12 Months	\$_____	\$_____
4	Monitor Sewer Flow, Middle Patuxent Interceptor	12 Months	\$_____	\$_____
5	Monitor Sewer Flow, Hammond Branch Interceptor (West Of US Route 1)	12 Months	\$_____	\$_____
*TOTAL BID PRICE				\$_____

*This figure should appear as Total Bid Price, Price Page No. 1

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing to be successfully entered into the County's ERP system. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction.

COMPANY NAME: _____

DOCUMENT D

CONTRACTOR'S QUALIFICATION INFORMATION

Company Name: _____

1. The Contractor has provided the above services for ____ years. (Note: three year minimum)

2. Five Typical Projects:

2.1 Description: _____

Location: _____

Number of Units: _____ Year Installed: _____ Year Accepted: _____

2.2 Description: _____

Location: _____

Number of Units: _____ Year Installed: _____ Year Accepted: _____

2.3 Description: _____

Location: _____

Number of Units: _____ Year Installed: _____ Year Accepted: _____

2.4 Description: _____

Location: _____

Number of Units: _____ Year Installed: _____ Year Accepted: _____

2.5 Description: _____

Location: _____

Number of Units: _____ Year Installed: _____ Year Accepted: _____

3. Staff Resumes Are Attached: _____ Yes _____ No

4. By signing and submitting a bid, the Contractor hereby certifies compliance with 20 CFR 1910.146 (OSHA confined space safety regulations) and all safety requirements involved in the project. A copy of the Contractor's confined space entry and safety procedures is attached.
 _____ Yes _____ No

5. Reports supporting 95% data uptime qualifications are attached. _____ Yes _____ No
6. References: Give name, address, telephone number of owner or manager of three accounts for which Contractor has provided telemetered sewer flow monitoring during the past three years.

6.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
6.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
6.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

DOCUMENT E

PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS, SERVICES AND EQUIPMENT

(Must be completed, signed, and submitted with the bid.)

This documentation will assist the County in the maximizing the procurement of goods made from recycled, recyclable and environmentally preferred materials when such goods can be reasonably obtained or substituted for products made from virgin materials. Environmentally Preferred Products and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal.

Environmentally Preferred Products (EPPs) include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc. The County will give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products (EPPs). The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law. For clarification of any terms used below, please contact the Office of Purchasing, (410) 313-6370.

The goods being bid:

- ☐ are made from recycled materials. Specify total recycled content and what was reused or recycled: _____
- ☐ represent _____% post-consumer waste.
- ☐ represent _____% pre-consumer waste.
- ☐ do not contain any recycled materials.
- ☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____
- ☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.
- ☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County purchase remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain why not: _____

In the packaging of the goods for delivery to the County:

- ☐ recycled and recyclable packaging materials will be used.
- ☐ recyclable packaging materials will be used.
- ☐ no recycled or recyclable packaging materials will be used.

Does your company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

The County Purchasing Agent reserves the right to request such documentation, if desired, at a later date.

DOCUMENT F
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number _____

I, _____, the undersigned, _____ of the above named Contractor
(Print Signer's Name) Print Office Held)

does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the
(Month) (Year)

above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE

DOCUMENT G

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS 10% SUBCONTRACTING GOAL ON CONTRACTS VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a total contract award is \$50,000 or more, the Prime Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves minority-owned firms. The percentage requirement may vary if the contract is funded by a federal or state agency. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation with the bid*. While the County requests that Contractors identify their subcontractors at the time bids are submitted; the County acknowledges that sometimes Contractors may need to change their subcontractor(s). Changes in subcontractors may be made by providing written notification to the Office of Purchasing EBO Coordinator, of the change prior to award. After contract award, changes in subcontractors require written approval of the Office of Purchasing EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm

http://www.mdot.state.md.us/MBE_Program/index.html

<http://cityservices.baltimorecity.gov/mwboo>

PRIME CONTRACTOR INVOICING REQUIREMENTS

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Prime Contractor has made a good faith effort and thoroughly documented the efforts.

If the County exercises its option to renew the contract for another one-year term, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to Jacqueline Donaldson-Grey, at jgrey@howardcountymd.gov or 410-313-6370.

SUBCONTRACTOR REPORTING REQUIREMENTS

Successful Prime Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10th of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SCHEDULE OF PARTICIPATION**

COUNTY USE ONLY	
CONTRACT NAME: <u>Sewer Flow Monitoring, Telemetered</u>	
Solicitation /Project#: <u>2010-60</u>	PO#: <u>N/A</u> Contract Renewal # <u>N/A</u>
Contract Amount: _____	Contract Term: <u>N/A</u> EBO APPROVAL: _____
PRIME CONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ Contract Amount: \$ _____
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	

Signature (Vendor Official)_____
Date_____
Title

*EBO TYPES: EAF/EAM=*Eskimo/Aleutian*
 FF/FM=*Asian Pacific Islander*
 WF=*White Female*

BF/BM=*Black*
HF/HM=*Hispanic*

DF/DM=*Disabled*
NF/NM=*Near Eastern*

HMA

PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE



Howard County, Maryland
Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

The County's EBO Program requires either an on-site review or documentation to be provided to ensure EBO Subcontracting Participation. To assist in the documentation of your firm's participation and compliance with Howard County's EBO goals, **this form is designed to replace your standard invoice or to accompany your invoice for payment** from Howard County, Maryland. **Both pages of this form need to be completed for payment processing as well as a COPY of this form sent to THE OFFICE OF PURCHASING, 6751 COLUMBIA GATEWAY DR., STE 501, COLUMBIA, MD 21046, ATTN: JACKIE DONALDSON-GREY or jgrey@howardcountymd.gov.**

Bill To:	Purchase Order or Suborder No.: <i>(Issued from Howard County)</i>	Original Contract Amount: <i>(Issued from Howard County)</i>	_____ \$0.00
User Agency: _____	_____		
Street Address: _____			
City, ST, Zip: _____	Contract Title: <i>(Issued from Howard County)</i>	Total Contractor Amount Billed to Date: <i>(includes this month's bill)</i>	_____ \$0.00
Phone Number: _____	_____		
From:	For the Period of: _____	Total Amount Paid to Contrator:	_____ \$0.00
Company Name: _____	<input type="checkbox"/> Partial Payment <i>(against referenced PO/SO# above)</i>	Balance Due to Contractor: <i>(this month's bill)</i>	_____ \$0.00
Street Address: _____	\$0.00		
City, ST, Zip: _____	<input type="checkbox"/> Final Payment <i>(against referenced PO/SO# above)</i>	Percent of Work Completed to Date:	_____ 0%
Phone Number: _____	\$0.00		

Quantity	Description of Goods Delivered/Services Performed for Howard County	Unit Price	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	\$0.00	\$0.00
Tax - Sales Tax Exemption No. 30001219		Total	0.00

PRIME CONTRACTOR INVOICING REQUIREMENTS PART TWO



Howard County, Maryland

Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

EBO Subcontractor

Company Name: _____
 Street Address: _____
 City, ST, Zip: _____
 Phone Number: _____

* **REMINDER:** EBO SUBCONTRACTORS ALSO REPORT THEIR PARTICIPATION TO THE OFFICE OF PURCHASING MONTHLY ON THE COUNTY'S STANDARD FORM THAT REQUIRES ITEMIZED INVOICES. CONTACT THE EQUAL BUSINESS OPPORTUNITY COORDINATOR IN THE OFFICE OF PURCHASING, WITH EBO PARTICIPATION QUESTIONS AT (410) 313-3694.

EBO Participation Goal: 0% or _____ \$0.00

(from the EBO Participation Form)

Total EBO Amount Billed to Date: _____ \$0.00

(includes this month's bill)

Total Amount Paid to EBO Subcontractor: _____ \$0.00

Balance Due to EBO Subcontractor: _____ \$0.00

(this month's bill)

Total Percent EBO Participation Goal to Date: _____ 0%

Invoice# from EBO Subcontractor	Date of Invoice	Description of Invoice	Total Invoice Amount	Amount Paid to EBO SubContractor
Total			\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this invoice has been completed in accordance with the contract and that the current payment shown herein is now due.

 Prime Contractor Authorized Signature

 Date

SUBCONTRACTING REPORTING REQUIREMENTS



Howard County, Maryland
Office of Purchasing

SUBCONTRACTOR'S MONTHLY PAYMENT REPORT EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

Howard County Office Of Purchasing
Attn: EBO Coordinator
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
Fax: (410) 313-6388

QUESTIONS SHOULD BE DIRECTED TO:
Jackie Donaldson-Grey
Equal Business Opportunity Coordinator
Phone: (410) 313-3694
Email: jgrey@howardcountymd.gov

Your firm has been identified as an EBO Subcontractor for **FILL IN PRIME CONTRACTOR** for **CONTRACT TITLE**. To ensure EBO Subcontracting Participation and compliance, you must complete this form and forward via, mail, fax or email to the Office of Purchasing, Attn: Jackie Donaldson-Grey.

Due by the 10th of Each Month for the Preceding Month

From:

Company Name: _____
Street Address: _____
City, ST, Zip: _____
EBO/MBE Certification #: _____
Services to be Performed: _____

Contact Person: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

For the Period of: _____ **2009**

Original Contract Amount: _____
(issued from Howard County) **\$0.00**

EBO Participation Goal: 0% = _____ **\$0.00**
(from the EBO Participation Form)

Invoice# to Prime Contractor	Date of Invoice	Total Invoice Amount	Date Payment was Received	Amount Received from Prime Contractor
Total				\$0.00

Prime Contractor

Company Name: _____
Street Address: _____
City, ST, Zip: _____

Contact Name: _____
Email Address: _____
Phone Number: _____

Authorized Signature

Date

DOCUMENT H
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
EXEMPTION STATUS

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with bid)

I. PART 1

Solicitation No.: 2010-60

Solicitation Title: Sewer Flow Monitoring, Telemetered

Please check all that apply. If none of the following statements apply to your company please sign below and continue to Part 2.

Prime Contractor	SubContractor	
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor employs fewer than five (5) employees at any time during the contract term.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor received less than \$100,000 from the County in the most recent 12-month period prior to the contract start date; and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a public entity.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor participates in a contract awarded under Code Secs.4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a regulated public utility.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is expressly precluded from complying with Section 4.122A by the terms of any federal, state or County law, federal or state contract or grant and the contract falls within the extent of that preclusion.
<input type="checkbox"/>	<input type="checkbox"/>	The contract has been awarded under a cooperative procurement with another government or organization of governments.

NOTE: The wage requirements do not apply to an employee: (1) who performs no measurable work related to any contract with the County; (2) who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law; (3) who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program; (4) for whom a different wage rate is expressly set in a collective bargaining agreement; or (5) for whom a higher wage is required by a federal, state, or County law.

Please check here if none of the above is applicable

☐

Contractor Name: _____

Date: _____

Authorized Signature: _____

(Typed Name of Signatory)

**DOCUMENT H
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
CERTIFICATION**

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with bid)

PART 2

Solicitation No.: 2010-60

Solicitation Title: Sewer Flow Monitoring, Telemetered

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, am an authorized representative of the Contractor named below and:

- ☐ As a "covered employer" the Contractor and all subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Section 4.122A) and pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law.
- ☐ Contractor's proposal includes sufficient funds to meet these requirements.
- ☐ The per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Contractor Name: _____		Vendor Identification No. _____	
Address: _____			
Telephone No: _____		Fax No.: _____	E-mail: _____
Authorized Representative: _____			
Signature	Typed Name of Signatory	Title	Date

Howard County, Maryland
Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370